

Agenda Item Form

Agenda Date: 06/29/04

Districts Affected: 8

Dept. Head/Contact Information: Police Department, Interim Deputy Chief, Paul Cross, (915) 564-7039

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
- ☒ Grant (duration of funds: 6 Months)
- ☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To assure that High Intensity Drug Trafficking Agency (HIDTA) grants are maintained in a timely and effective manner.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

\$18,585.40 is available in 21150040-G210317-F05351, Account 502001.

Statutory or Citizen Concerns:

The welfare of the citizens will be advanced as a direct result of appropriate maintenance of HIDTA funds.

Departmental Concerns:

The department must have an efficient individual to be the fiscal administrator of HIDTA funds, which total over \$8 million and are acquired with a high degree of success. Through the efficient management of the HIDTA initiatives, the department will ensure proper expenditure and compliance with grant, thus reducing the likelihood of refunds to the granting agency. Finally, the proper management of the HIDTA funds will increase the rate of securing future funding to assist in the effort to reduce drug trafficking and associated crime.

95 8 10 4 10 1000
1000 1000 1000 1000

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **LUIS M. GUERRA**, to assist the Police Department as a HIDTA Fiscal Administrator at an hourly rate of \$15.48 for 40 hours per week. The term of the contract shall be for the period of June 30, 2004 through December 31, 2004.

APPROVED this 29th day of June, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **LUIS M. GUERRA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a HIDTA Fiscal Administrator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about June 30, 2004 and be completed by December 31, 2004.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Fifteen and 48/100 Dollars (\$15.48). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee

as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Police Department
Attn: Chief of Police
911 North Raynor
El Paso, Texas 799003

EMPLOYEE: Luis M. Guerra

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 29th day of June, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Luis M. Guerra
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richard Wiles
Interim Police Chief

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 6/24/04

ATTACHMENT "A"

Scope of Duties:

The employee assists the Police Department in preparing HIDTA grant applications and accepting funds from granting authorities. The employee develops budgets and monitors programs and expenditures. The employee ensures compliance with grant guidelines and conditions by preparing required reports, organizing files, and overall fiscal management of 27 West Texas HIDTA initiatives totaling over 8 million dollars. The employee assists 17 program managers in ensuring timely usage of grant funds and tracks overtime monthly to assure that authorized personnel are in compliance with the HIDTA budgetary limits and guidelines.

The employee is in a semi-permanent status, since the department has a high degree of success in renewing HIDTA grants for various initiatives. These grants require the constant monitoring as indicated above. The position for employee Luis Guerra is funded under HIDTA grant "Intel '03 - 21150040-G210317-F05351, account number 502001." This initiative has existed since 1999 and has a high likelihood of being renewed. If the personal contract is approved the department/city should maintain an option to renew the contract for personal services with Luis Guerra, contingent on the renewal of the grant funding.

Luis Manuel Guerra

OBJECTIVE

To obtain an accounting position with vast opportunities for advancement.

EDUCATION

University of Texas at El Paso, Bachelors Degree of Business Administration, Finance.
December 2001.

EXPERIENCE

Kelly Temporary Services

El Paso, TX

Sr. Accountant

12/02-Present

Currently positioned with El Paso Police Department in the Budgets/Grants Department.

Duties: Perform work associated with management and control of funds for the West Texas HIDTA program. Responsible for the coordination and preparation of HIDTA budgets. Interpret HIDTA fiscal policy and compliance with budgetary guidelines. Examine relative costs and benefits of alternative actions and checking the propriety of expenditures. Track and manage a total of 27 budgets representing over 8 million dollars for the HIDTA initiatives. Organize and maintain files for the retrieval of requested financial data and information. Attended the HIDTA Training Seminar.

Accountemps, Robert Half International Inc.

El Paso, TX

Accounting clerk

10/01- 12/02

Duties: Involved in various projects dealing with general ledger, accounts payable, accounts receivable, and tax preparation.

Cliff Inn Hotel

El Paso, TX

Accountant

March 2001 to July 2001

Duties: Implement a computerized accounting system using Peachtree 6.0 to include invoicing, deposits, inventory, payroll, accounts receivable and accounts payable. Prepare tax forms such as W-2, W-3, form 940, form 941, TWC, payroll taxes, hotel occupancy tax, sales tax, and liquor tax.

Diana's Warehouse

El Paso, TX

Bookkeeper

October 1999 to February 2001

Duties: Accounts payable and accounts receivable, forwarding, inventory, bill of lading.

ACTIVITIES

Extra-curricular activities include restoration of Antique Cars, Boating, Fishing, and Traveling.